

**Electronically Recorded**

Official Public Records



Suzanne Henderson

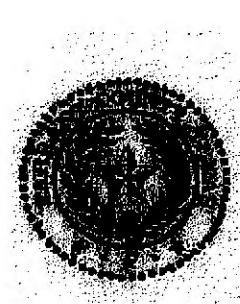
**Tarrant County Texas**

10/1/2010 8:20 AM

**D210240792**

PGS 8 \$44.00

Submitter: SIMPLIFILE



CHESAPEAKE ENERGY CORP.  
ATTN: RECORDING TEAM  
P.O. Box 18496  
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

---

SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

ELECTRONICALLY RECORDED  
BY SIMPLIFILE

By: \_\_\_\_\_

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**EASEMENT AND RIGHT OF WAY AGREEMENT**

STATE OF TEXAS

\$

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TARRANT

\$

Grantor(s): BEV-BUD REALTY CORPORATION  
NE 29<sup>th</sup> Street  
Fort Worth, TX 76164-0516

Grantee:

TEXAS MIDSTREAM GAS SERVICES, L.L.C.  
an Oklahoma limited liability company  
P.O. Box 18162  
Oklahoma City, OK 73154-0162

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the undersigned Grantor (whether one or more), by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto **TEXAS MIDSTREAM GAS SERVICES, L.L.C.**, an Oklahoma limited liability company, duly authorized to do business in the State of Texas as Grantee, its successors and assigns, the "Easement" and "Temporary Construction Easements", as such are hereinafter defined, in accordance with the following terms and provisions:

A. Easement. A permanent and exclusive easement and right of way 30 feet (Thirty) in width (hereinafter called the "Easement"), together with all improvements located thereon, on, in, over, under, through and across Grantor's land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Easement, changing the size of, and removing therefrom one (1) pipeline, together with such appurtenant facilities as from time to time deemed by Grantee to be necessary or desirable in connection with the use and convenient operation of the pipeline, for the transportation of oil, gas, petroleum products, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through a pipeline. The description of the Easement, and the land out of which the same is being acquired ("Grantor's Land"), are described in Exhibit "A" attached hereto and made a part hereof for all purposes.

B. Temporary Construction Easements. Temporary construction easements (hereinafter called "Temporary Construction Easements"), together with all improvements located thereon, on, in, over, under, through and across Grantor's Land for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the original construction of the pipeline on the Easement. The Temporary Construction Easements shall automatically terminate and revert to the Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (i) the completion of construction of the pipeline on the Easement; or (ii) upon one (1) year following the start of construction of the pipeline. The description of the Temporary Construction Easements, and the part of

Grantor's Land out of which the same is being acquired, are described in Exhibit "A" attached hereto and made a part hereof for all purposes, which may be amended from time to time.

TO HAVE AND TO HOLD the Easement together with all and singular the privileges and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Easement unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

For the same consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above-described Easement and Temporary Construction Easements are subject to the following terms and conditions:

1. Grantee Need for Additional Workspace. Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, or other waterways located on the above described land or other places requiring extra work space, or if the rights granted to Grantee hereunder require extra work space, then Grantee shall have the right and temporary access to additional working space which may be necessary therefor, and Grantee agrees to pay Grantor any and all damages which Grantor suffers by reason of Grantee's use of said additional work space.
2. Grantee Access. Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except as otherwise provided in this paragraph, shall be limited and confined to the boundaries of the Easement and to the boundaries of the Temporary Construction Easements while such Temporary Construction Easements remain in effect. Grantee shall also have the right, for ingress and egress purposes only, to use any road or roads located now, or in the future, on Grantor's Land, and any gates located on such roads; provided, however, Grantee shall restore such roads and gates to substantially the same or better condition as the roads and gates were in prior to the use thereof by Grantee.
3. Grantee Right to Keep Clear Right of Way. Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Easement herein granted and, except as otherwise provided for in paragraph 10(a), Grantee shall not be liable for damages caused on the Easement by keeping the right of way clear of trees, undergrowth and brush in the exercise of the rights herein granted.
4. Grantee's Cathodic Protection. Grantee shall have the right to cathodically protect the pipeline within the boundaries of the Easement, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Easement only at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law. Except as provided in this Paragraph, Grantee shall have no other above-ground structures within the boundaries of the Easement.
5. Pipeline Depth. The pipeline will be buried to a minimum depth of forty-eight inches (48") below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipeline may be buried at a lesser depth.
6. Initial and Future Damages Caused by Grantee. Except as set forth in Paragraph 3 above and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Easement by the terms hereof, and caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline related activities on the Easement. Grantor agrees and understands Grantee's consideration herein paid does include payment caused by the initial construction of the pipeline and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

7. Restrictions on Grantor Use of Easement. Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Easement, and Grantee shall have the right to prevent the construction within the boundaries of the Easement and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, structures, permanent impoundments of water, and natural or man-made obstructions, including but not limited to trees, brush, roots and other growth, except as otherwise provided for in paragraph 10(b). Grantor shall not, nor permit third parties to, change the grade of the land, or remove the cover, over the pipeline without prior, written consent of the Grantee.

8. Grantor Reservation of Rights to Easement. Grantee does not acquire by this Easement and Right of Way Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

- (1) All oil, gas, sulphur, uranium, fissionable materials, and other minerals ("Grantor's Minerals") under the surface of the Easement to be acquired herein; provided, however, that Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Easement, but will be permitted to extract Grantor's Minerals from under the Easement by directional drilling or other means, from land located outside the boundaries of the Easement, so long as Grantee's use of the Easement for the purposes set forth herein is not disturbed and the pipeline and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and
- (2) The right to pass back and forth across the Easement on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Easement.

9. Grantee Withholding of Certain Taxes. The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor hereby certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

10. Special Provisions.

- a) GRANTEE INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY GRANTOR AND ITS AGENTS, SUCCESSORS AND ASSIGNS FROM AND AGAINST, AND TO REIMBURSE, GRANTOR AND ITS AGENTS, SUCCESSORS AND ASSIGNS WITH RESPECT TO ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, DAMAGES, EXPENSES OR CAUSES OF ACTION OF WHATEVER NATURE, SPECIFICALLY INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF SUIT PAID OR INCURRED BY GRANTOR, ITS AGENTS, SUCCESSORS AND ASSIGNS, ASSERTED BY OTHERS AND RELATED, DIRECTLY OR INDIRECTLY, TO GRANTEE'S USE OF THE EASEMENT PROPERTY AND THAT ARE CAUSED BY OR ARISE IN ANY MANNER OUT OF ACTS OR OMISSIONS OF GRANTEE, ITS AGENTS, EMPLOYEES, REPRESENTATIVES OR ANY OTHER PERSON UNDER GRANTEE'S CONTROL OR ACTING AT GRANTEE'S DIRECTION.
- b) Grantor Reservations Upon Easement. Grantor reserves the right to construct, maintain, repair and operate roadways, streets, alleys, sidewalks, bridges, underground communication conduits, electric transmission and distribution lines, telephone lines, water, drainage and sewer pipelines, and other utilities, across the Easement at any angle of not less than forty-five degrees (45°) to the pipeline and further agree that any underground improvements and utilities shall be installed at least thirty-six inches (36") below or above the bottom of the pipeline and shall cross the pipeline at an angle of at least forty-five degrees (45°) to the centerline of the pipeline, and Grantor reserves the right to pave over said Easement for purposes of a parking lot; provided, however, Grantor shall exercise any of the rights reserved in such a manner so that:

- Grantee's pipeline and facilities located on the Easement shall not be endangered, obstructed, injured or interfered with;
- Grantee's access to the Easement and its pipeline and facilities located thereon is not interfered with;
- Grantee shall not be prevented from traveling within and along the entire length of the Easement on foot or in vehicles or machinery;
- the pipeline is left with the amount of cover originally installed to allow safe operation of the pipeline;
- the pipeline is left with proper, sufficient and permanent support;
- Grantee's use of the Easement for the purposes set forth herein is not unreasonably impaired or interfered;
- Grantor shall notify Grantee in writing at least sixty (60) days in advance of any such use within the Easement; and such Grantee approval shall not be unreasonably withheld, denied or refused.

c) **Grantee Abandonment.** Grantee agrees that, in the event of the complete non-use of said pipeline by Grantee, its successors or assigns, for a period of two (2) consecutive years, after the pipeline has been placed into full service, this Easement and right of way shall be considered abandoned and Grantee shall furnish at its expense, upon receipt of written request from Grantor, a release of the Easement and right of way, in which event Grantee shall have the right to abandon the pipeline or remove said pipeline.

11. **Grantee Assignment.** Grantee, and Grantee's successors and assigns, will have the right to assign or transfer this Easement and Right of Way Agreement in whole or in part.

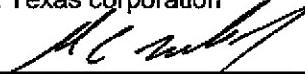
12. **Binding Effect.** The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

13. **Entire Agreement.** Subject to the terms hereof, Grantee shall have all other rights and benefits necessary or useful for the full and complete enjoyment and use of the Easement for the purposes stated herein. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Easement and Right-of-Way Agreement.

EXECUTED this 24 day of September, 2010.

GRANTOR: BEV-BUD REALTY CORPORATION  
a Texas corporation

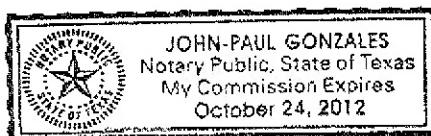
BY:

  
H C MILLER, JR., PRESIDENT

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS                                   §  
   §  
COUNTY OF TARRANT                               §

This instrument was acknowledged before me on the 24<sup>th</sup> day of September, 2010 by  
H C MILLER, JR., President, Bev-Bud Realty Corporation, a Texas corporation, on behalf of said  
corporation.



  
Notary Public, State of Texas  
Printed Name: John-Paul Gonzales  
Commission Expires: 10/24/2012

EXHIBIT A



CHESAPEAKE LAND DEVELOPMENT CO LLC  
TRACT TX-TARR-THRA-027.00  
BLOCK 7  
FORT WORTH STOCK YARDS COMPANY  
VOL 388-A PG 111  
INSTR# D209046006  
(SUBDIV 14460)

**NE 29TH STREET  
(58° ROW)**

BEV BUD REALTY CORPORATION  
TRACT TX-TARR-THRA-024.01  
REMAINDER OF VOL 9979 PG 1773  
(A886 TR 3)

A-886  
MC JOBE  
SURVEY

MIMOSA LANE LLC  
LOT 1 BLOCK 8  
FORT WORTH STOCK YARDS COMPANY  
VOL. 388-96 PG 43  
VOL. 13062 PG 108  
(SUB OF 14480)

**CITY OF FORT WORTH**  
**TRACT TX-TARR-THRA-022.00-023.00**  
**VOL 12518 PG 1487**  
**(A886 TR 34, A1370 TR 108)**

A circular seal for a Texas land surveyor. It features a five-pointed star in the center. Around the star, the words "STATE OF TEXAS" are written at the top, "REGISTERED LAND SURVEYOR" are written in the middle, and "TODD FINCHER" is written at the bottom. The number "5633" is also present. The entire seal is enclosed in a circular border.

**BASIS OF BEARING:** BEARINGS SHOWN HEREON ARE BASED ON US STATE PLANE NAD 83 COORDINATES STATE OF TEXAS NORTH CENTRAL 4202 ZONE.

(CM) CONTROL MONUMENT  
(ASSESSOR'S DATA)

- APPROXIMATE ABSTRACT LINE

V:\52871\ACTIVE\187107355\DRAWING\303-THRA\EXHIBITS\07355V-303-EXHIBIT-024.01.DWG

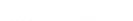
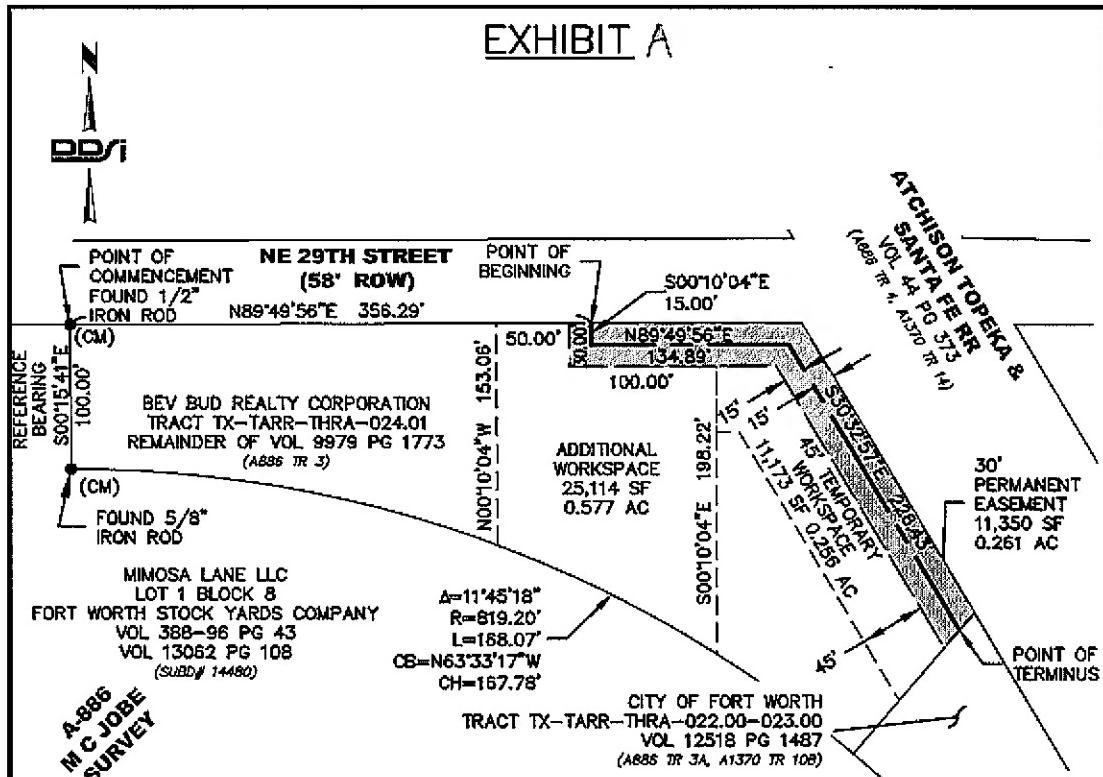
				TEXAS MIDSTREAM GAS SERVICES	
				PROPOSED PIPELINE CROSSING TRACT TX-TARR-THRA-024.01 BEV BUD REALTY CORPORATION COUNTY OF TARRANT, STATE OF TEXAS THREE AMIGOS	
 <b>DOWNTOWN DESIGN SERVICES, INC.</b> 2333 MINNIS DRIVE, SUITE F HALTON CITY, TX 76117 Tel: 817-744-7927 Fax: 817-744-7929 <a href="http://www.downtown-design.com">www.downtown-design.com</a>				DRAWN BY CHECKED BY PROJECT ENGINEER SECTION HEAD	JDM 09/01/10 09/01/10 09/01/10 09/01/10
REV.	DATE	BY APP.	DESCRIPTION	APPROVED BY	SCALE: 1" = 100'
					0 50' 100' 
SHEET 1 OF 2					

EXHIBIT APROPERTY DESCRIPTION OF PERMANENT EASEMENT

A PERMANENT EASEMENT ACROSS A PORTION OF THE REMAINDER OF THE PARCEL DESCRIBED IN VOLUME 9979 AT PAGE 1773 OF THE RECORDS OF THE COUNTY OF TARRANT, STATE OF TEXAS, IN THE MC JOBE SURVEY, ABSTRACT 886, 15.00 FEET ON EITHER SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL MONUMENTED BY A FOUND 1/2" IRON ROD; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID N89°49'56"E 356.29 FEET TO THE POINT OF BEGINNING; THENCE S0010'04"E 15.00 FEET; THENCE PARALLEL WITH AND 15.00 FEET SOUTHERLY AND WESTERLY FROM THE NORTHERLY AND EASTERN BOUNDARIES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES:

1. THENCE N89°49'56"E 134.89 FEET;
2. THENCE S30°32'57"E 228.43 FEET TO THE POINT OF TERMINUS ON THE NORTHERLY BOUNDARY OF THE PARCEL DESCRIBED IN VOLUME 12518 AT PAGE 1487;

THE SIDELINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO MEET AT ANGLE POINT INTERSECTIONS AND TO COMMENCE AT THE NORTHERLY BOUNDARY OF THE PARCEL DESCRIBED IN VOLUME 9979 AT PAGE 1773 AND TERMINATE AT THE NORTHERLY BOUNDARY OF THE PARCEL DESCRIBED IN VOLUME 12518 AT PAGE 1487 TO ELIMINATE ANY GAP OR OVERLAP.

CONTAINING 11,350 SQUARE FEET OR 0.261 ACRES.

BASIS OF BEARING: BEARINGS SHOWN HEREON ARE BASED ON US STATE PLANE NAD 83 COORDINATES STATE OF TEXAS NORTH CENTRAL 4202 ZONE.

SURVEYOR'S CERTIFICATE

TO PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

TODD FINCHER  
R.P.L.S. NO. 5633  
DATE OF SURVEY: 02/18/10-06/24/10

TODD FINCHER  
R.P.L.S. NO. 5633  
DATE OF SIGNATURE: 09/14/10

(CM) CONTROL MONUMENT  
(ASSESSOR'S DATA)

APPROXIMATE ABSTRACT LINE

COMBINED SCALE FACTOR: 1.0001391

V:\287\1\ACTIVE\187107355\DRAWING\303\_THRA\EXHIBITS\07355V-303-EXHIBIT-024.DWG

EASEMENT TABLE		TEXAS MIDSTREAM GAS SERVICES	
CENTERLINE LENGTH	378.32'	22.93 RDS	
EASEMENT AREA	11,350 SF	0.261 AC	
TEMP. WORKSPACE	11,173 SF	0.256 AC	
ADD'L. WORKSPACE	25,114 SF	0.577 AC	
		PROPOSED PIPELINE CROSSING TRACT TX-TARR-THRA-024.01 BEV BUD REALTY CORPORATION COUNTY OF TARRANT, STATE OF TEXAS PERMANENT EASEMENT THREE AMIGOS	
		DRAWN BY	JDM
		CHECKED BY	TF
		PROJECT ENGINEER	
		SECTION HEAD	
		APPROVED BY	
REV.	DATE	BY APP.	DESCRIPTION

50' 100'

SHEET 2 OF 2

DDSI  
DOWNTOWN DESIGN SERVICES, INC.  
2333 MINNIS DRIVE, SUITE F  
HALTON CITY, TX 76117  
Tel: 817-744-7927  
Fax: 817-744-7929  
[www.downtown-design.com](http://www.downtown-design.com)